Request for Qualifications and Proposals Agreement to Operate the Church Street Garage Dated October 31, 2005

Request for Qualifications and Proposals

To Operate the Church Street Garage 200 Church Street, Hartford, Connecticut

INDEX

General Information	1
Compensation	1
Term	2
Schedule	3
Selection Process and Criteria	4
General Requirements	4
Scope of Services	7
Certification letter	16
Contract	18
Schedule A - Specifications	38
Schedule B - Manager's Compensation	B1
Schedule C - Implementation Plan	C1
Bidder's EEO Report	
Living Wage Ordinance	

Request for Qualifications and Proposals

To Operate the Church Street Garage 200 Church Street, Hartford, Connecticut

GENERAL INFORMATION

The Hartford Parking Authority ("the Authority") is seeking proposals from qualified and experienced parking management firms to operate the Church Street Garage ("the Garage") located at 200 Church Street, Hartford, CT. The Authority is particularly interested in parking management firms that have both self-park operations experience and event parking experience.

The Church Street Garage is an eight level (seven above and one below) garage that has 1,100 spaces. The Garage operates at nearly 100% capacity. Approximately 73% of parking revenue is monthly parking. The remaining 27% is hourly and event parking.

The Garage was built in 1954 and is located within the block bordered by Trumbull, Church, Ann and Chapel streets. The Garage originally had five above ground and one below ground levels. In 1986, two additional above ground levels were added. Between 1996 and 1998, \$3 million dollars in renovations were made. Ongoing repairs (some of an emergency nature) have been made since then and continue at this time. A decision as to whether to invest additional monies in the Garage will likely be made in early 2006.

The Garage is currently subleased to Central Parking System under a sublease which will expire December 31, 2005.

COMPENSATION

The Authority recognizes that the Successful Proposer ("SP") should be entitled to cover its operating expenses, the portions of corporate overhead devoted to this project, and make a fair profit. Consequently, the proposal should include a base management fee and personnel expenses by labor category. All other expenses of the SP will be deemed to be reimbursable expenses. With respect to reimbursable expenses, the Authority reserves the right to either procure goods and services directly or to direct the SP to procure goods and services from selected vendors. For example, if the SP's proposed cost of snow removal is considered too costly by the Authority, the Authority may elect to have that aspect of the operation bid out. In such case, the SP would be obligated to use the Authority's contractor for snow removal. The Authority reserves the right to apply this concept to any and all reimbursable services or goods without objection from the SP.

This Request for Proposals identifies the expected annual hours of fully trained and uniformed employees in three labor categories. Each Proposer must state the hourly rates, inclusive of benefits, within the three labor categories identified herein and extend (multiply) the hourly rates by the expected annual hours in each labor category. The hours provided represent the expected staffing level. For example, if the Authority decides that fewer hours in any given labor category are required, the Authority may reduce the number of hours. If the Authority reduces the total hours worked in a given labor category by more than ten percent (10%), the SP shall be entitled to a minimum payment of ninety percent (90%) of the bid cost in that labor category. Conversely, if the Authority believes that there are inadequate staffing hours in one or more of the three labor categories, the Authority reserves the right to increase hours. The stated hourly rates will provide the basis for additional compensation to the SP. The total hours worked by employees within these labor categories multiplied by the proposed hourly rates shall be the basis of compensation to SP for personnel. Other operating expenses such as payroll service fees, facility auditing, insurance, required licenses and permits, corporate overhead attributed to the Garage, and profit, should be included in the proposed Management Fee.

TERM

The Parking Management Agreement ("Agreement") shall be for a period of three (3) years with the possibility of two (2) one-year renewals at the Authority's option. The Agreement is expected to commence on or about Tuesday, January 3, 2006. If the Authority decides not to renew the base 3-year Agreement, it shall provide 60 days written notice to the SP prior to the termination of the Agreement. If the Authority decides to renew for one additional year, that will also be stated in writing 60 days prior to the termination of the 3-year portion of the Agreement. The same process will apply at the end of the 4th year if the Agreement is renewed for the first one-year renewal. The Authority reserves the right to terminate the Agreement at any time for any reason during the term of the Agreement by giving 30 days written notice to the SP. In the event the Agreement is terminated, the SP shall return all Authority supplied materials and perform other responsibilities outlined in the Agreement. The SP may terminate the Agreement during the term of the Agreement by giving 90 days written notice to the Authority.

SCHEDULE

A mandatory pre-proposal conference will take place on Monday, November 14, 2005, 10:00 AM local prevailing time, at 155 Morgan Street, Hartford, CT 06103.

Questions regarding scope of services and/or contract administration will be addressed at this meeting. The Authority will promptly prepare responses to all questions that require research and cannot be answered at the pre-proposal conference. A copy of each question and answer will be provided to each entity that attends the pre-proposal conference. The Authority's anticipated schedule for pre-qualification, SP selection, and contract award is as follows (this schedule is subject to change):

Pre-proposal conference Mon, November 14, 2005

10:00 AM

Submission of proposals Thurs, December 1, 2005

3:30 PM

Filing of Selection Committee's report recommending

selection to the Hartford Parking Authority

Tues, December 6, 2005

Hartford Parking Authority review, consideration, and

vote on Selection Committee's recommendation

Thurs, December 8, 2005

Commencement of Contract Tues, January 3, 2006

7:00 AM

An original and ten copies of the written proposal should be submitted to:

James J. Kopencey Executive Director Hartford Parking Authority 155 Morgan Street Hartford, CT 06103

Note: Proposals received after the deadline shall not be considered. Proposals must be clearly marked:

"Parking Agreement Proposal"

SELECTION PROCESS AND CRITERIA

The Selection Committee's criteria for evaluation of the Respondents and their respective proposals may include but is not limited to the following:

- 1. Parking operator management experience and financial history
- 2. Experience with similar user groups
- 3. Experience with access and revenue control system
- 4. A record demonstrating the ability to provide requested services
- 5. Uniformly satisfactory references
- 6. Fee proposed by the respondent

The Selection Committee will review all proposals. The Selection Committee will interview finalists. The Selection Committee will determine which proposal offers the best means of servicing the Authority's interests. The exercise of this discretion will be final.

GENERAL REQUIREMENTS

- 1. The SP must operate the Garage in compliance with the Agreement and all applicable statutes, laws, ordinances, rules and regulations, and obtain all required licenses and permits.
- 2. The SP must operate the Garage continuously without interruption in a first class manner representing the highest standards within the parking industry.
- 3. The SP must provide adequate staffing at all times, however not excessive staff to minimize labor costs. The Authority will offer guidance relating to rightsizing staff during the term of the Agreement by which the SP shall abide.
- 4. The Authority will notify the SP of the terms and conditions of parking agreements to the extent necessary to collect appropriate parking fees.
- 5. Sixteen (16) accounts currently exist at the Garage for validations customers. This number may or may not change; however, the SP is expected to maintain any and all such accounts and process validations as requested by the Authority.
- 6. The SP must collect all parking fees and charges and deposit such daily in the Authority's designated account. Also, the SP must maintain all bookkeeping and accounting records (including activity reports) in accordance with generally accepted accounting principles and practices and as stipulated in the Agreement and Contract Documents.

- 7. The SP must submit monthly reports reflecting daily revenue and receipts to the Authority. The reports must be submitted as stipulated in the Agreement and Contract Documents and in conformance with current Authority practices. The Authority reserves the right to request reports to be submitted more frequently. Furthermore, the SP shall make their financial reports relating to the operation of the Garage available to the Authority for audit purposes, upon request.
- 8. The SP must be experienced in use of high-end technology parking access and revenue control systems and use the software package that is compatible with installed revenue control equipment. Experience with SCAN 5.0 or higher and Paris AR software is a plus. The Authority may elect to connect to the existing revenue and access system via modem and monitor the system remotely.
- 9. During all hours of operation, the SP must coordinate (not provide) with the Garage's security service which provides emergency services free of charge to Garage patrons. Such services include, but are not limited to:
 - a. Jump starting vehicles
 - b. Lock out assistance
 - c. Car search/location assistance
 - d. Customer escort service
- 10. The SP must maintain a full and complete record of all complaints or incidents and actions taken to resolve them. The SP must deliver to the office of the Authority's representative a weekly complaint and/or incident report summarizing all complaints/incidents and the remedial actions taken by the SP. Incidents which require police intervention must be reported immediately during normal business hours; Monday through Friday and as soon as possible after an evening incident or weekend incident to the Authority's designated representative.
- 11. The SP must comply with the insurance requirements stated in the Agreement and Contract Documents:
- 12. The SP's employees shall immediately report any observed or reported breach of security to a security source identified by the Authority. The SP will be responsible for developing a communications network with the security source identified by the Authority.
- 13. The SP shall perform sweeping, trash pickup, and snow removal in the entry and exit lanes, related islands, address drifts on any floor, plow the roof and remove snow from the surrounding sidewalks. The SP will provide cleaning services as identified in the attached Specifications.
- 14. Each respondent must furnish to the Authority a Performance Bond in the amount of two hundred thousand dollars (\$200,000) as specified in the Agreement and Contract Documents. The Performance Bond may be in the form of a cashier's

check, bank check or surety bond. No other check or instrument will be accepted. If a surety bond is executed, the surety company must be authorized to do business within the State of Connecticut. The Performance Bond in the form of a cashier's check shall be made payable to the Authority.

15. The SP should address all reports and correspondence during the contract term to:

Mr. James J. Kopencey Executive Director Hartford Parking Authority 155 Morgan Street Hartford, CT 06103

Request for Qualifications Parking Management Services

This section outlines the qualification requirements for firms that are interested in being considered to manage the Authority's Garage. The parking management firm shall be fully prepared to begin operations on the date stated in the section titled Schedule. In the event of any postponement in the commencement of the parking Agreement, for any reason whatsoever, the parking management firm will be required (at no change in the contract costs) to commence operating the parking system at such later time.

By means of this Request for Qualifications (RFQ), the Authority seeks to identify the firms that are qualified to provide the parking management services described herein. Firms that can demonstrate the most comparable experience with comparable land uses of similar magnitude and complexity and a high level of success will have the highest likelihood of being selected.

The Authority is seeking a parking management firm that will take full responsibility for the comprehensive maintenance and management of all Authority's Garage. The Authority's goal and expectation of the parking management firm is to manage, create, and maintain a "Class A" parking system with the highest possible level of customer service. Some of the responsibilities associated with this goal include:

- cleaning parking facilities and related areas
- daily policing of trash
- sweeping and mopping of stairs, landings, vestibules, elevator lobbies
- cleaning glass on doors daily
- maintaining landscaping and hardscaping elements
- interacting with tenants to issue parking passes and resolve customer claims and concerns
- administering Authority contracts or initiating contracts that relate to the Garage facility and are approved by Authority
- administering other contracts that relate to the Garage i.e. elevator, alarm systems, etc.
- performing line striping
- creating lease abstracts from existing leases
- overseeing existing leases
- invoicing corporate customers
- touch-up painting of interiors of the parking structure
- overseeing the auditing of revenue collection and access card issuance
- providing trained and qualified staff

- maintenance of signs
- performing wash downs by power-washing
- plowing and removal (as required) of snow from sidewalks surrounding the Garage, from the Garage's roof and other areas where snow may accumulate.
- access card system management and maintenance
- any and all other responsibilities that are required to meet Authority's goals related to sound management of the Garage

SCOPE OF SERVICES

The parking management firm will provide parking management services (including operations and specified maintenance) at the above-mentioned Garage and related areas. The firm will report to Authority's designated representative.

- Authority will award a contract to operate and maintain the Garage and related areas for a term of (3) three years with (2) two possible (1) one-year renewals.
- The parking management firm will be required to: provide a high standard of maintenance and operation of the Garage and related areas, maintain regular communication with Authority's designated representatives, maximize revenues by sound revenue control policies and by minimizing operating costs, maintain adequate financial and operational records, provide a high level of customer service, and actively seek methods and make recommendations to improve the delivery of parking services. The parking management firm will collect all revenues, which shall be deposited daily into an account designated by the Authority. The parking management firm will be reimbursed for operating expenses and paid a fixed management fee.
- The Garage is open seven (7) days per week, twenty-four hours per day. The
 Authority believes that, to achieve the service and maintenance standards required
 by this RFP, the parking management firm will need to furnish a fully trained staff.
 This staff should include a supervisory force, cashiers, and maintenance staff.

SELECTION PROCEDURES

Pre-qualification - Following receipt and review of the Qualifications Statements received by Authority in response to this RFQ, the Selection Committee will determine which proposing firms meet the minimum requirements as stated in this RFQ. Finalists may be called in for interviews to answer questions and clarify proposals. Given that firms have uniformly favorable references, firms that have the most experience in facilities that are most comparable with similar user groups will have the best chance of being considered for further evaluation and potential selection.

Submission Requirements - Qualifications Statements shall contain the information set forth below.

- 1. **Office** Address, telephone number, facsimile number, e-mail address, office staffing level, and hours of operation of the office that will administer the Agreement.
- 2. **Business History** Description of business organization, date of organization, and number of years in the business of providing services within the scope of this engagement.
- 3. **Comparable Facility/Service Experience** Provide the name, address, contact person and description of every comparable facility for which the firm has provided comprehensive parking management services within the last three years; include those facilities for which the firm no longer provides such services and the reason that the firm no longer provided these services. A "comparable facility" as herein defined means a parking structure with at least 900 parking spaces. The comparable facility must have an on-line, real-time, machine-readable parking access and revenue control system with a mix of transient and access card parking patrons.
- 4. Facility Manager/Supervisory Staff Identify by name and office address the facility manager for this contract, providing a resume indicating that individual's experience in overseeing parking management contract(s) of a comparable client. If the firm does not presently employ the individual, include a letter of interest from the individual stating that he/she would accept employment by the firm in the capacity of facility manager. Submit an organizational chart, indicating who (including both personnel at the firm's administrative office and personnel to be assigned on-site) would be responsible for each component of the management and operations program. Also provide a resume and references for each individual identified including operations personnel, accounting personnel, maintenance personnel, and training personnel.
- 5. **References** List, for each comparable facility identified above, the name, title, address, and telephone number of the individual employed by the owner of such facility(s) having the principal responsibility for parking.
- 6. **Insurance** Provide a brief description of the parking management firm's current general liability insurance coverage, including limits and deductibles. Provide a statement declaring the parking management firm's agreement, if awarded this contract, to purchase and maintain and to provide a certificate evidencing insurance, in amounts not less than set forth in the Minimum Qualifications Standards of this RFQ. The insurance issued must be provided by a corporation authorized to do business in the State of Connecticut.

- 7. **Bid and Performance Bonds** Each firm will be required to submit a certified check or bid bond, with its proposal, in the amount of twenty thousand dollars (\$20,000). The firm awarded the contract will be required to provide a performance bond, in the amount of two hundred thousand dollars (\$200,000). The firm shall list in the Qualifications Statement the name(s) and address(s) of the Surety Company or companies that will furnish all required bonds. Each surety company must be authorized to do business as approved by the Connecticut Department of Insurance.
- 8. **Certifications** The Qualifications Statement must contain the attached Certifications, signed by an authorized representative of the firm submitting the Qualifications Statement.
 - a. Format of Statements; Number of Copies Qualifications Statements should be set forth in the sequence and utilizing the headings listed above under "Contents of Qualifications Statements." All Qualifications Statements should be printed or typed on 8½" by 11" paper. Photographs or pictorial representations of firm members shall not be submitted, and material containing photographs or pictorial representations shall be returned and may be grounds for disqualification. Respondents shall submit one signed original and ten copies of their Qualifications Statements and proposed level of compensation. Envelopes containing Qualifications Statements should be clearly marked, on the outside thereof, "Parking Management Proposal". Excluding required forms, no submission shall exceed 12 pages with standard line spacing and a 12 pitch font.
 - b. Time and Place of Submission an original and ten copies of the written Qualifications Statements along with other required documents and forms shall be submitted to the Authority's representative, James J. Kopencey at 155 Morgan Street, Hartford, CT 06103 not later than 3:30 PM local prevailing time, Thursday, December 1, 2005.

All respondents are cautioned to allow ample time for transmittal of their Qualifications Statements and other required forms and submittals. Respondents are solely responsible for delivery to, and receipt by Authority. Qualification Statements and other required forms and submittals received after the specified time shall not be accepted, recognized, and disqualified.

- 9. **Minimum Qualifications Standards** A firm must demonstrate through its Qualifications Statement that it meets the following minimum requirements:
 - a. Office The firm must as of the time of submission maintain an office within 50 miles of Hartford, Connecticut that is staffed and open five days a week (with weekend emergency coverage) throughout the year, holidays excepted.

- b. Business History The firm, in its present form of business organization, must have been providing comprehensive parking management services for not less than five years immediately prior to the date of submission of the Qualifications Statement. A firm with at least one, but less that five years, of experience in its current form of business organization shall be deemed qualified if it controls or is controlled by an affiliated firm (a parent or subsidiary) with the requisite experience, provided that the parent or subsidiary, as the case may be, must co-sign the contract and agree to be fully bound by the terms thereof.
- c. Comparable Facility/Service Experience The parking management firm shall have identified, pursuant to the above paragraph, at least two different comparable facilities at which it performed comprehensive, onsite parking management services within the last three years. The firm must be providing such services to at least one comparable client throughout the selection period. A firm will be credited with the comparable facility/service experience of an affiliated firm if it: controls or is controlled by the affiliate (a parent or subsidiary), provided that the parent or subsidiary, as the case may be, must co-sign the contract and agree to be fully bound by the terms thereof.
- Facility Manager/Supervisory Staff The firm shall identify as facility d. manager for this contract an individual having not less than three years of experience in overseeing parking management concerns of a comparable facility. The firm shall identify persons responsible for overseeing at least the following components of the management and operations program, and each such individual identified shall not have less than five years of experience in providing such services: operations, maintenance, and training. Authority will contact some or all references and may contact other clients or former employers of the individuals listed The individuals shall receive uniformly positive by the firm. recommendations regarding their competence, integrity, and performance. The firm will be permitted to propose qualified substitutes for facility manager and supervisory staff in its proposal. This permission will only be granted if the firm submits with its proposal: a statement that any individual so substituted is then employed by the firm; or a letter of intent from the individual stating that he/she would accept employment by the firm in the event the firm is awarded this contract. The firm shall at the time it submits its Proposal and Qualifications Statement demonstrate that it either currently employs or has secured letters of intent from qualified individuals who are available for assignments to this contract.
- e. References The Selection Committee may contact some or all references provided by the firm, and may contact other representatives of clients of the firm, whether or not the firm has identified them as

references. The firm shall receive uniformly positive recommendations regarding the firm's compliance with the terms of the firm's contractual parking management obligations.

f. Insurance Requirements

At least ten days before the Management Agreement is executed and prior to performing any Services hereunder the firm will be required to file with the Authority a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the Authority and in an acceptable form. The policy shall name the Hartford Parking Authority and the City of Hartford as Additional Insureds and state that, with respect to the proposal, the firm carries insurance in accordance with the following requirements or will obtain such insurance:

- 1) Commercial General Liability: With respect to the operations performed by the firm and also those performed by any subcontractors, the firm shall carry Commercial General Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage.
- 2) Workers' Compensation and Employers Liability: With respect to all firm operations and all those performed for the firm by subcontractors, the firm shall carry statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accidence, \$500,000 Policy Disease Limit, \$100,000 each employee.
- 3) Automobile Liability: The operation of all motor vehicles, including those owned, hired or non-owned, used in connection with the Management Agreement shall be covered by Automobile Liability insurance in the amount of not less than \$1,000,000 for all damages arising out of any one accident or occurrence. If a vehicle is not used in execution of this contract then automobile coverage is not required.
- 4) Excess Liability Umbrella form over f (1) (3) above shall be provided with policy limits of \$4,000,000.
- 5) Garagekeeper's Legal Liability Insurance covering the loss or damage to automobiles. The minimum coverage will be for the "Specified Cause of Loss" including fire lightning, explosion, theft,

mischief or vandalism with the total limits of not less than \$500,000. This policy may not contain a per vehicle deductible that is greater than \$500.

Insurance Provisions

- 1) The Hartford Parking Authority and the City of Hartford shall be named as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City.
- 2) The firm shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the Hartford Parking Authority and the City of Hartford with regard thereto.
- The firm's insurer shall have no right of recovery or subrogation against the Hartford Parking Authority and the City of Hartford. The firm's insurance shall be primary insurance as respects the Hartford Parking Authority and the City of Hartford. Any insurance or self-insurance maintained by the Hartford Parking Authority and the City of Hartford shall be excess and non-contributory to the firm's insurance.
- 4) Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Authority by certified mail at least thirty (30) days in advance of any termination of or any change in the policy. No change shall be made without said prior notice and without prior written approval of the Authority.
- 5) Claims: Each insurance policy, shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.
- 6) Compensation: There shall be no direct compensation allowed to the firm on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the management fee.
- 7) Waiver of requirements: The Authority may vary the above requirements in its sole discretion; if it determines that the Hartford Parking Authority and the City of Hartford's interests will be adequately protected without meeting all stated requirements.
- 8) "Claims Made" coverage is unacceptable. All coverage is to be written on an "Occurrence" policy form.

- 9) Unless requested otherwise by the Hartford Parking Authority and the City of Hartford, the firm and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Hartford Parking Authority and/or the City of Hartford. The firm shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
- 10) Policies must be effective prior to the commencement of Services and must remain in force until termination of the Management Agreement. In the event of interruption of coverage for any reason, all Services under the Management Agreement shall cease and shall not resume until coverage has been restored.
- g. Bid and Performance Bonds Each firm will be required to submit a certified check or bid bond, with its proposal, in the amount of twenty thousand dollars (\$20,000). The firm awarded the contract will be required to provide a performance bond, in the amount of two hundred thousand dollars (\$200,000). The firm shall list in its Qualifications Statement the name(s) and address(s) of the Surety Company or companies that will furnish all required bonds. Each surety company must be authorized to do business in the State of Connecticut. A letter of credit will not constitute an acceptable substitute for a bond.
- h. The Firm shall comply with and is subject to the City of Harford Living Wage Ordinance as set forth in Sec. 2-761 *et. seq.* of the Municipal Code. An information sheet regarding this ordinance is enclosed herein for reference.

The firm shall comply with and is subject to Sec. 2-545 of the Municipal Code as it relates to Equal Employment Opportunity Employment. A copy of said code section is enclosed herein for reference.

The firm shall complete and submit a "BIDDER'S EEO REPORT" form enclosed herein.

10. Addenda and Interpretation of RFQ - All questions and requests for clarification of this RFQ shall be in writing, addressed to the Authority's representative.

Clarifications or interpretations and any supplemental instructions, if issued, will be issued in the form of written Addenda. Addenda will be sent by U.S. Postal Service "Express Mail" next day delivery service or similar express delivery service, facsimile or email to all parties. Addenda will only be sent to those who have obtained or requested this RFQ and have furnished Authority a mailing

address, email address, or facsimile telephone number for such purposes. Each respondent shall be responsible for determining that it has received all Addenda issued. All Addenda so issued shall become part of this RFQ. Oral clarifications or interpretations will be of no effect. The Authority will not be responsible for, and a respondent may not rely upon or use as the basis of a claim against Authority or a consultant of Authority, any information, explanation, or interpretation of the RFQ rendered in any fashion except as herein provided.

CERTIFICATION

The undersigned certifies under the penalties of perjury that this Qualifications Statement is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Date:
Print Name of Signatory:
By:
By:(Signature)
Title of Person Signing Qualifications Statement:
Business Address:
City, State and Zip Code:
Telephone:
Facsimile:
E-mail Address:
NOTE: If the applicant is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and, if an individual, give residential address if different from business address.
If a Corporation:
Incorporated in what state?

President:	
Treasurer:	
Secretary:	
If a Partnership: (Name all Partners)	
Name of Partner:	
Residence:	
Name of Partner:	
Residence:	
Name of Partner:	
Residence:	
If an Individual:	
Name:	
Residence:	_
If an Individual Doing Business under a Firm Name:	
Name of Firm:	
Name of Individual:	
Business Address:	
Residence:	
Other Form of Business Organization:	

PARKING MANAGEMENT AGREEMENT

PROVISION OF PARKING MANAGEMENT AND OPERATIONS SERVICES: FOR THE CHURCH STREET GARAGE

This Parking Management Agreement ("Agreement") is en	itered into by and
between the Hartford Parking Authority, a body corporate	and politic, acting
herein by James J. Kopencey, its Executive Director,	duly authorized
(hereinafter referred to as the "Authority") and	whose
address is, acting herein by	, duly
authorized, (hereinafter referred to as the "Manager").	

The Authority and the Manager do mutually covenant and agree that the following terms and conditions shall serve as their contractual Agreement:

1. CONTRACT DOCUMENTS

1.1. The Contract Documents consist of this Agreement, the Request fo
Qualification and Proposals ("RFQ") dated October 31, 2005 and entitled
"Agreement to Operate the Church Street Garage", the Proposal submitted by
the Manager, dated, 2005, Specifications as set forth in Schedule
A attached hereto and Manager's Compensation Schedule attached hereto as
Schedule B, Implementation Plan attached hereto as Schedule C, all of which
shall be incorporated into this Agreement by reference, if not otherwise attached
If any conflicts should arise between information contained in the RFQ, the
Proposal submitted, and this Agreement, the information contained in this
Agreement, excluding the RFQ and/or the Proposal, shall prevail.

2. SCOPE OF WORK

- 2.1. The Manager shall perform all of the Parking Management and Operations Services ("Services") set forth in this Agreement and the Contract Documents. The Manager shall commence the performance of Services at the Church Street Garage on or about Tuesday, January 3, 2006. This date may be changed at the sole discretion of the Authority by written notice provided not less than fifteen days prior to such date.
- 2.2. The Manager shall commence the implementation of its operations plan upon the execution of the Agreement and shall complete the implementation of such plan no later than December 29, 2005. The Manager shall implement fully the operations plan submitted with its Proposal, together with any revisions thereof specified by the Selection Committee and/or the Authority and agreed to by the

- Manager at no change in the Manager's Compensation. The implementation plan and any revisions thereto are attached hereto as Schedule C.
- 2.3. The Manager shall ensure that all employees assigned to perform work under this Agreement have been provided proper training. Prior to their performance of any such work, each employee shall receive at minimum at least the training set forth in the Manager's personnel training procedures submitted with his Proposal, together with any supplementary training procedures specified by the Selection Committee and/or the Authority and agreed to by the Manager at no change in the Manager's Compensation. Prior to the performance of work by an employee of the Manager, the Manager shall file with the Authority's designee a certification, signed by the Facility Manager, attesting to the employee's satisfactory completion of such training. The Authority may prescribe a form for such certification.
- 2.4. This Agreement does not confer upon the Manager a sole or exclusive right to perform any of the specified services at the Authority's Parking Facility as described within this Agreement. The Authority may in its sole discretion authorize and employ operations or maintenance services, use its own employees or utilize the services of another contractor. The Manager shall cooperate with any other provider of services employed or authorized by the Authority and may be required to schedule and coordinate work with such other employees or contractors.
- 2.5. The Manager shall perform its services hereunder consistent with the highest standards of skill and care in the parking industry.
- 2.6. The parties acknowledge that the services to be performed require a special relationship of trust, cooperation, and good faith between them.
- 2.7. The Authority shall have, at all times, ultimate Authority in all matters involving the operation and security of the Parking Facility covered by this Agreement. This includes without limitation the right to require and direct any or all personnel of the Manager in the performance of their duties pursuant to the terms and conditions stated herein. And, in an emergency, to perform reasonable services not specified in or inconsistent with, provisions of the Contract Documents or defined responsibilities in order to preserve the health or safety of people or property. The Authority shall be responsible to the Manager for any additional costs reasonably resulting from a directive to perform services not otherwise set forth in the Contract Documents. No direction to perform such services not otherwise set forth in the Contract Documents shall be construed as an alteration or amendment of this Agreement, or as a waiver of any of the Manager's duties or the Authority's rights under this Agreement. Any such services shall be invoiced as set forth herein.

- 2.8. The Manager acknowledges that the work under this Agreement requires its employees to be watchful and alert at all times. To this end, and without limitation on the generality of the foregoing, the Manager shall ensure that no employee shall perform services under the Agreement for excessive periods of time. This includes (i) more than 16 hours during the 24-hour period beginning with the time the employee starts his or her shift under the Agreement, or (ii) any period that shall exceed 16 hours, when added to the time during which the employee has performed any type of paid work whatsoever whether for the Manager or another. This shall apply within the 24-hour period commencing 16 hours prior to the time the employee starts his or her shift at the Parking Facility. Clause [ii] shall not apply if the employee performed no paid work for at least 8 consecutive hours immediately before the time the employee starts his or her shift at the Parking Facility.
- 2.9. The Manager shall ensure that its employees maintain at all times a cooperative and respectful demeanor in interactions with the public.

3. COMPENSATION

- 3.1. The Manager's Compensation is set forth in Schedule B attached hereto and shall be paid pursuant to the terms of this Paragraph 3. A management fee paid to the Manager and reimbursable expenses that are approved by the Authority shall be paid in monthly installments. The Manager shall be required to develop an annual operating budget in cooperation with the Authority. This would include but not be limited to making recommendations that would change the hours of any labor category and making modifications to the frequency of any maintenance activity(s) such as power sweeping, power washing, painting, renewal and replacement of signs or line striping, etc.
- 3.2. Definition of Operating Expenses The operating expenses of the Manager for management of the Parking Facility shall be as follows:
 - 3.2.1. Salaries or wages of the Manager's employees performing work to operate or maintain the Parking Facility in accordance with this Agreement, including indirect costs and actual fringe benefits of the Manager's employees including, Health and Welfare, but not including salaries of corporate officers.
 - 3.2.2. Supplies consisting of stationary, printing, and other supplies required to conduct the business of managing the Parking Facility and invoicing parkers.
 - 3.2.3. Other expendable supplies and materials such as magnetic stripe tickets and access devices.

- 3.2.4. Telephone (excluding long distance service unless logged and documented).
- 3.2.5. Use of vehicles in connection with the performance of this Agreement at a rate of forty cents (\$.40) per mile, providing a detailed account of the date, distance and reason for vehicle use.
- 3.2.6. Employee uniform rental and cleaning expenses.
- 3.2.7. Maintenance and minor repairs to the Parking Facility.
- 3.2.8. Other maintenance and operational supplies.
- 3.2.9. Professional and third party agreement expenses in connection with the operation of the Parking Facility which receive the prior approval of the designated representative of the Authority.
- 3.2.10. Claims which settle parking disputes with patrons which are less than \$250 with the prior approval of the designated representative of the Authority.
- 3.2.11. Fees associated with snow removal contracts.
- 3.2.12. Fees associated with glass cleaning contracts.
- 3.2.13. Power washing and sweeping contracts.
- 3.2.14. Fees associated with landscaping contracts.
- 3.2.15. Fees associated with Revenue and Access Control Maintenance Contracts.
- 3.2.16. Fees associated with cleaning/housekeeping contracts for the Manager's office area.
- 3.3. The Manager shall be required to use existing Authority contracts, contractors, suppliers of services unless the Manager can demonstrate that either a better price or better service can be provided with contractors of its choosing. The Authority has ultimate discretion in the selection of vendors, subcontractors, and service providers. The Authority retains the right to cause the Manager to use contractual services that are procured by the Authority. In such cases, the Authority may directly render payment to the supplier(s) of goods and/or contractor of specific services; however, it remains the Manager's requirement to coordinate and initiate work.

- 3.4. Non-Reimbursable Expenses The Operator shall be responsible for any and all costs not specifically enumerated in the previous subparagraphs including but not limited to "Operator's Insurance" and corporate overhead which are expenses incorporated into the proposed Management Fee.
- 3.5. Without limiting the generality of subparagraph 3.4 above, the Manager shall not be entitled to payment for the following:
 - 3.5.1. Implementation of the Manager's operating plan;
 - 3.5.2. Training of employees (including the time spent by employees of the Manager giving or receiving training) pursuant to the training program set forth as an Attachment to the Proposal (including revisions to the training procedures, if any annexed hereto);
 - 3.5.3. Introductory training for permanent staff (including the time spent by employees of the Manager giving or receiving training), including but not limited to training of Facility Supervisors, Facility Cashiers and Facility Maintenance Personnel;
 - 3.5.4. Cost of meeting insurance requirements as stipulated herein;
 - 3.5.5. Whenever the Manager's assignment of an employee, whether for work under this Agreement or elsewhere, necessitates the payment of overtime compensation to such employee, the Manager shall have sole responsibility for the payment of such overtime compensation. The Manager shall not be entitled to any additional payment from the Authority on account thereof;
 - 3.5.6. The Manager shall submit to the Authority a monthly invoice setting forth the amount due for the preceding month. Each invoice shall include a detailed breakdown of the month's fixed management fee and the reimbursable expenses. Other items include:
 - 3.5.6.1. Job order number for reimbursable expenses, if the Authority has designated one, to identify a specific scope of work. A separate invoice shall be rendered for each job order number or special function description that is approved by the Authority during the budget or other work agreed to during the term of the Agreement.
 - 3.5.6.2. Substantiating records, such as time sheets, payroll records, event schedule or other supporting documentation as the Authority may from time to time request.

- 3.5.6.3. The Authority shall review each such invoice and may make such exceptions or adjustments as may be necessary to bring such invoice into conformity with the terms of this Agreement. Within thirty (30) days after submission of each such invoice, the Authority shall make payment to the Manager in the amount approved.
- 3.6. The Authority shall not be obligated to make any payment to the Manager hereunder if and to the extent that the Manager is in default of its obligations hereunder; or any part of such payment is attributable to Services that are not performed in accordance with this Agreement. Provided however, payment shall be made as to the services performed in accordance with this Agreement.
- 3.7. Reimbursement of Operating Expenses The Manager shall pay all expenses in performing its duties under the Agreement. The Manager shall submit to the Authority, by the 10th day of each month, a statement of revenues received and expenditures made for the previous month. Within thirty (30) days, the Authority shall reimburse the Manager for cost of personnel and other reimbursable expenses as defined herein. The Manager shall not pay operating expenses from revenues collected.

4. INDEMNIFICATION

4.1. The Manager shall indemnify, defend with counsel reasonably acceptable to the Authority, keep and save harmless the Authority, the City of Hartford and their respective members, officers, representatives, contractors, agents, and employees, in both individual and official capacities, against all suits, claims, damages, losses, costs, demands, judgments, expenses, and/or reasonable attorneys' fees, caused by, arising out of, resulting from, or incidental to the performance or lack of performance of the Services under the Agreement by the Manager or any of his officers, representatives, contractors, agents, or employees to the full extent allowed by the laws of the State of Connecticut. Such indemnification obligation shall apply to any such suits, claims, damages, losses, costs, demands, judgments, expenses and/or reasonable attorneys' fees that is/are attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of said property resulting and/or caused by any default under or failure to comply with the terms of this Agreement. Such indemnification obligation shall apply to any negligence or willful act or omission of the Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such agreement and obligation of the Manager shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4. The Manager shall give prompt notice to the Authority in the event of any such injury (including death), loss or damage. The

- term "personal injury", as used in this Paragraph 4 and subparagraph 10.2, shall be understood to include, but not be limited to, such offenses as: improper charges for parking; damage caused by the Manager's employees to patron vehicles; libel, slander, defamation of character; and disparagement.
- 4.2. In any and all claims against the Authority or Manager, or any of their contractors, agents or employees by any employee of the Manager, any contractor, any individual directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Manager's indemnification obligation under this Paragraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Manager or any contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

5. NON-DISCRIMINATION

- 5.1. The Manager shall not, in connection with the performance of Services under the Agreement, discriminate against any employee or applicant for employment because of sex, race, color, religion, creed, national origin, age, disability, or sexual orientation.
- 5.2. The Manager shall not, in connection with the performance of Services under this Agreement, discriminate against any licensee, invitee, patron, or any person employed by the Authority that use(s) the Parking Facility or any other areas related thereto.
- 5.3. The Manager shall ensure that all employees and contractors, including supervisory employees, assigned on either a permanent or part-time basis to provide services under this Agreement shall have been instructed, prior to such assignment, regarding laws and regulations against discrimination and harassment. This includes discrimination based on sex, race, color, religion, creed, national origin, age, disability, and sexual orientation. The Manager shall provide each employee or contractor assigned to perform work under this Agreement with a copy of the Manager's policies prohibiting discriminatory behavior. The Manager shall ensure that its employees and contractors do not engage in any form of behavior that would contribute to a hostile work environment for employees of the Authority or other contractors of the Authority. Upon becoming aware of any such behavior through notice from the Authority or otherwise, the Manager shall take prompt and effective corrective action.
- 5.4. The Manager shall indemnify and hold harmless the Authority, the City of Hartford and their respective members, officers, representatives, contractors, consultants, agents, and employees, in both individual and official capacities, against all suits, claims, damages, losses, costs, demands, judgments, expenses and/or reasonable attorneys' fees arising out of any failure by the

Manager to comply with laws or regulations of the State of Connecticut or the United States with respect to non-discrimination.

5.5. The Manager agrees to abide by the provisions of Section 2-545 and Section 2-679 et seq. of the City of Hartford Municipal Code (as applicable), Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063.

The Manager shall comply with and is subject to the City of Harford Living Wage Ordinance as set forth in Sec. 2-761 et seg of the Municipal Code.

The Manager shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Manager shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government setting forth the provisions of the non-discrimination clause.

The Manager shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference.

5.6 The Manager agrees to abide by the provisions of the Americans with Disabilities Act ("Act") (ADA) of 1990; Public Law 101-336, as may be subsequently amended, as applicable.

In compliance with this law, the Manager shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, and other terms, conditions and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Manager or be subjected to discrimination by the Manager. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Manager.

The Manager shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under this Act.

The Manager shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

- 5.7 The Manager hereby agrees to conform to all applicable laws, ordinances and statutes of the Federal Government, the State of Connecticut and the City of Hartford, including, but not limited to, the following:
 - (1) Civil Rights Act of 1964, as amended;
 - (2) Civil Rights Act of 1991, as amended;
 - (3) Federal Labor Standards (29 CFR Parts 3, 5, and 5a);
 - (4) Architectural Barriers Act of 1969 (42 USC 4151);
 - (5) Section 504 of the Rehabilitation Act of 1973;
 - (6) Hatch Act (Title 5 USC Chapter 15).

6. FACILITY Manager; STAFFING

- 6.1. The Manager shall, in conformity with the RFQ and the Manager's Qualifications Statement, designate a particular Facility Manager. Other part-time supervisory staff may be used to cover other hours, weekend operations and special events that occur on weekday evenings and weekends. The supervisors shall have the same powers as the daytime Facility Manager with respect to managing at other times. The daytime Facility Manager shall have not less than three years of experience in overseeing parking operations of a comparable facility/function. The Manager shall not substitute any individual therefore unless such individual meets the requirements stated in this Agreement and Contract Documents. The Manager shall notify the Authority in writing in advance of proposed changes in the Facility Manager and Facility Supervisors, and such change shall be subject to the approval of the Authority, provided such approval shall not be unreasonably withheld. The Authority may interview any such individual(s) prior to determining whether to grant its approval.
- 6.2. The Manager acknowledges that continuity of a full-time on-site manager and supervisor(s) in the staffing of the work to be performed under Agreement contribute significantly to the efficient execution of such work. The Manager agrees to exercise its best efforts to maintain continuity in the staffing of such work throughout the term of the Agreement. In the event of any changes in such staffing, the Manager shall be responsible for ensuring that new staff members

- are fully trained, in accordance with the Contract Documents, prior to their assuming their assigned duties.
- 6.3. The Manager understands and agrees that changes in the Facility Manager necessitates time and results in inconvenience, disruption and expense to the Authority because of the need for Authority personnel to participate in certification and monitoring the performance of new personnel. Accordingly, on and after the completion of the first 6 months of this Agreement, whenever the Manager assigns a new Facility Manager, the Manager shall pay the Authority one thousand dollars (\$1,000.00) to compensate the Authority for the Authority's time, costs, risks and inconvenience. The Manager shall notify the Authority of the change in Facility Manger, the amount due and the Authority shall be credited on the Manager's monthly invoice following the assignment of the new Facility Manager.

7. NOTICES

7.1. The Manager shall provide all notices and invoices in connection with the performance of this Agreement to the Authority's designated representative, or to such other individual as the Authority may from time to time designate in writing. The Authority shall provide all notices and claims to the Manager or to such other individual or individuals as the Manager may set forth in claim procedures provided to the Authority. All notices shall be in writing.

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the Authority:
James J. Kopencey
Executive Director
Hartford Parking Authority
155 Morgan Street
Hartford, CT 06106

As to the Manager:

8. DEFAULT; TERMINATION

- 8.1. The occurrence of any of the following events shall be deemed a default under this Agreement:
 - 8.1.1. The Manager shall file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against it and shall not be dismissed within 60 days after filing or any court shall take jurisdiction

of the Manager and its assets, pursuant to proceedings brought under the provisions of any federal reorganization act, or a receiver of the Manager's assets shall be appointed, or an assignment shall be made for benefit of creditors, or the Manager shall permanently be prevented by any final action of any federal or state Authority from conducting or operating its business;

- 8.1.2. The Manager shall fail to perform, keep or observe any term, covenant or condition herein contained;
- 8.1.3. The Manager abandons in whole or in part its Services provided for by this Agreement or becomes unable to perform the Services under this Agreement; or
- 8.1.4. Any other event expressly identified as a default, breach or ground for termination under this Agreement shall occur.
- 8.2. Upon the occurrence and continuance of default, the Authority may terminate this Agreement by giving notice to the Manager, may exercise any other legal or equitable right or remedy which it may have, or both. The Authority may also, without prejudice to any other right or remedy, hold the Manager and his sureties liable in damages for breach of Contract. In the event of such termination, the Authority may, but need not, procure, upon such terms and in such manner as it may deem appropriate, services similar to those provided for hereunder without prejudice to any other rights and remedies for default the Authority may have. The Manager shall be liable to the Authority for reasonable additional costs for such similar services. The Authority may, at its option, require the Manager's surety or sureties to complete all or a portion of the services in accordance with the Agreement. All payments due the Manager under the Agreement shall be subject to a right of offset by the Authority for expenses and damages suffered by the Authority as a result of any default, act(s), or omission(s) of the Manager.
- 8.3. The Authority may terminate the Agreement without cause by delivery of written notice to the Manager at least thirty (30) days prior to the date of termination. In the event of termination pursuant to subparagraph 8.2 or this subparagraph 8.3 of this Agreement, the Manager shall deliver to the Authority any and all work or work in progress produced under the Agreement. This includes, but is not limited to, incident reports, revenue records, and management and maintenance logs prior to its termination pursuant to subparagraph 8.2 or subparagraph 8.3. Additionally, the Authority shall, upon receipt of such work, pay the Manager for the work performed prior to the date of termination less any set-off for damages caused by the Manager as set forth above in subparagraph 8.2.
- 8.4. In the event this Agreement is terminated by either the Authority or the Manager, all subcontracts entered into by the Manager in connection with the Services provided under the terms of this Agreement shall be deemed assigned to the

Authority, at the Authority's sole option to ensure that such Services remain in effect for the continuity of the Parking Facilities operation. The Manager shall include the following clause in all subcontracts related to the provision of Services under the terms of this Agreement: "The parties hereto acknowledge that the (Manager's Name) and the Hartford Parking Authority ("Authority") have entered into a certain Parking Management Agreement ("PMA") for the Church Street Garage located at 200 Church Street, Hartford, Connecticut. contract between (Subcontractor's Name) and (Manager's Name) constitutes a subcontract pursuant to the terms of the PMA and more specifically subparagraph 8.4 of the PMA. The parties hereto agree that in the event the PMA is terminated by either the (Manager's Name) or the Authority, this subcontract shall be deemed assigned to the Authority, at the Authority's option, and the (Manager's Name) shall have no further rights or obligations under the subcontract except to the extent any such rights accrued or any such obligations were incurred prior to the date this subcontract was deemed assigned to the Authority. For purposes of this section, the Authority shall be considered a third party beneficiary of this subcontract. The Authority must exercise its option to become the Assignee of the subcontract within thirty (30) days of the termination of the PMA, thereafter the (Subcontractor Name) and the Authority shall memorialize said assignment." The Manager shall provide a copy of all subcontracts related to this Agreement to the Authority.

8.5. No default in the performance of the terms or conditions of this Agreement on the part of the Manager shall be deemed to continue if and so long as the Manager shall be delayed or prevented from remedying the default by an extreme emergency. Examples of an extreme emergency include but are not limited to enemy attack, sabotage, terrorist acts, or other such hostile actions or resulting from explosion, fire, flood, earthquake, public insurrections, riots, severe storms, hurricane, tornado, or other such catastrophe (excluding any emergency caused by the Manager or its employees).

9. TERM

- 9.1. This Agreement shall commence on or about January 3, 2006 and shall continue through January 2, 2009, unless earlier terminated by the Authority in accordance with Paragraph 8.
- 9.2. As used in this Agreement, the "first year" shall mean the period commencing on the date of the Agreement plus 364 days.

10.BONDS AND INSURANCE

10.1. Performance Bond And Fidelity Bond

- 10.1.1. The Manager shall furnish a performance bond in the amount of two hundred thousand dollars (\$200,000). It shall name the Authority as obligee and be issued by a surety company licensed or authorized by the Insurance Commissioner or the Department of Insurance to do business under the laws of the State of Connecticut. The bond shall be in a form acceptable to the Authority, the premium for such bond shall be included in the Management Fee and shall be paid by the Manager. This bond shall remain in effect for the entire term of the Agreement, including any extension.
- 10.1.2. The Manager shall purchase and maintain insurance as will protect him against losses resulting from the dishonesty of his employees or subcontractors. The minimum limit of liability shall be one hundred thousand dollars (\$100,000) per occurrence, and shall be subject to a deductible no greater than \$1,000, unless the Authority agrees to a higher amount in writing.

10.2. Manager's Liability Insurance

- 10.2.1. The Manager shall purchase and maintain such insurance as will protect him and the other parties specified or referred to in Subparagraph 10.2.6 below from claims referred to below which may arise out of or result from the Manager's performance of Services under the Agreement. This shall be the case, whether such operations are by the Manager or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- 10.2.2. The Manager shall purchase and maintain during the life of this Agreement the following insurance coverage:
 - 10.2.2.1 Commercial General Liability: With respect to the operations performed by the Manager and also those performed by any subcontractors, the Manager shall carry Commercial General Liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage.
 - 10.2.2.2 Workers' Compensation and Employers Liability: With respect to all Manager operations and all those performed for the firm by subcontractors, the firm

shall carry statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accidence, \$500,000 Policy Disease Limit, \$100,000 each employee.

- 10.2.2.3 Automobile Liability: The operation of all motor vehicles, including those owned, hired or non-owned, used in connection with the Management Agreement shall be covered by Automobile Liability insurance in the amount of not less than \$1,000,000 for all damages arising out of any one accident or occurrence. If a vehicle is not used in execution of this contract then automobile coverage is not required.
- 10.2.2.4 Excess Liability Umbrella form over 10.2.2.1 10.2.2.3 above shall be provided with policy limits of \$4,000,000.
- 10.2.2.5. Garagekeeper's Legal Liability Insurance covering the loss or damage to automobiles. The minimum coverage will be for the "Specified Cause of Loss" including fire lightning, explosion, theft, mischief or vandalism with the total limits of not less than \$500,000. This policy may not contain a per vehicle deductible that is greater than \$500.

Insurance Provisions

- 10.2.2.6 The Hartford Parking Authority and the City of Hartford shall be named as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City.
- 10.2.2.7 The Manager shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the Hartford Parking Authority and the City of Hartford with regard thereto.
- 10.2.2.8 The Manager's insurer shall have no right of recovery or subrogation against the Hartford Parking Authority and the City of Hartford. The Manager's insurance shall be primary insurance as respects the Hartford

Parking Authority and the City of Hartford. Any insurance or self-insurance maintained by the Hartford Parking Authority and the City of Hartford shall be excess and non-contributory to the Manager's insurance.

- 10.2.2.9 Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Authority by certified mail at least thirty (30) days in advance of any termination of or any change in the policy. No change shall be made without said prior notice and without prior written approval of the Authority.
- 10.2.2.10 Claims: Each insurance policy, shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.
- 10.2.2.11 Compensation: There shall be no direct compensation allowed to the Manager on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the management fee.
- 10.2.2.12 Waiver of requirements: The Authority, may vary the above requirements in its sole discretion; if it determines that the Hartford Parking Authority and the City of Hartford's interests will be adequately protected without meeting all stated requirements.
- 10.2.2.13 "Claims Made" coverage is in unacceptable. All coverage is to be written on an "Occurrence" policy form.
- 10.2.2.14 Unless requested otherwise by the Hartford Parking Authority and/or the City of Hartford, the Manager and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Hartford Parking Authority and/or the City of Hartford. The Manager shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

- 10.2.2.15 Policies must be effective prior to the commencement of Services and must remain in force until termination of the Management Agreement. In the event of interruption of coverage for any reason, all Services under the Management Agreement shall cease and shall not resume until coverage has been restored.
- 10.2.2.16 Insurance requirements and coverages may be reviewed from time to time during the term of this Agreement and all extensions hereof. The Manager agrees to comply with any and all reasonable insurance requirements or modifications made by the Authority. If additional costs are incurred because of raised limits, the pre-approved additional cost shall be added to the Contract Sum.
- 10.2.2.17___Cancellation or other termination of insurance policies required by this Agreement, without immediate replacement thereof, may be considered a default in the terms and conditions of this Agreement. The Manager agrees that such default may be cured by procurement of insurance on behalf of the Manager, at the Manager's expense, and at the Authority's option.
- 10.2.3. All insurance policies provided pursuant to the foregoing provisions of these insurance requirements shall be issued by insurance companies licensed to conduct business in the State of Connecticut and have a Best's Key Rating of A-VIII or better and shall be in form satisfactory to the Authority. The Authority and other parties as the Authority may identify by notice to the Manager from time to time shall each be named as additional insureds. All such policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another. All required insurance policies are to be endorsed to state that the Manager's and Subcontractors' policies shall be primary to all other insurance available to the Authority and other specified additional insureds for liability arising out of or resulting from the Manager's Services under the Agreement. This shall be the case whether such Services are provided by the Manager or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Manager shall bear all costs of any deductible amounts, retained or self-insured under the policies that the Manager is required to maintain.

11. RULES AND REGULATIONS

11.1. The Manager shall observe and obey, and require its officers, employees, subcontractors and agents to observe and obey, the rules and regulations of the Authority and all applicable local, state and federal laws, regulations, ordinances and directives bearing on the performance of the Services under this Agreement. The Manager agrees to indemnify and hold the Authority and the City of Hartford harmless for any loss to or claim against the Authority and the City of Hartford or their respective members, officers, employees, or Manager's for any failure to observe and/or obey the same.

12. MISCELLANEOUS

- 12.1. Subcontracting The Manager's rights, duties and obligations under this Agreement may not be assigned, transferred, subcontracted or delegated without the express prior written approval of the Authority in its sole discretion.
- 12.2. Independent Contractor Status It is mutually agreed that the Manager, including its employees, is an independent contractor and not an officer, employee or agent of the Authority or the City of Hartford, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Manager and its employee(s) shall not be entitled to any employment benefits of the Authority or the City of Hartford such as, but not limited to, the following: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters related to the execution of this Agreement will be the responsibility of the Manager. The Manager is engaged under this Agreement as an independent contractor and not as an agent, employee or partner of the Authority or the City of Hartford.
- 12.3. Limited Liability No member, director, officer, contractor, beneficiary, consultant, volunteer participant, employee, agent or representative of the Authority shall be personally liable to the Manager under any term or provision of this Agreement for the Authority's payment obligations or otherwise, or because of any breach hereof. The Manager agrees to look solely to the assets of the Authority for the satisfaction of any liability hereunder. In no event shall the Authority be liable to the Manager except for payment for Services rendered pursuant to and in accordance with this Agreement, nor shall the Authority ever be liable to the Manager for indirect, incidental, special or consequential damages.
- 12.4. Work in Harmony The Manager agrees that its employees and subcontractors shall work in harmony with all Authority employees and contractors.

- 12.5. Employees of the Manager During the term of this Agreement, the Manager shall not employ on either a full-time or part-time basis any individual employed or contracted by any another contractor providing services to the Parking Facility.
- 12.6. Employees of the Authority During the term of this Agreement, the Manager shall not hire, on either a full-time or part-time basis any person employed by the Authority.
- 12.7. Advertising The Manager shall not without the Authority's prior written approval refer to the Authority or Church Street Garage in any advertising or other promotion.
- 12.8. Governing Law This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut and all regulations, ordinances, and resolutions of the City of Hartford.
- 12.9. Entire Agreement This Agreement represents the entire and integrated agreement between the Authority and the Manager with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.
- 12.10.Amendments This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.
- 12.11.Confidentiality The Manager shall maintain in confidence all business information pertaining to the Authority that becomes available to the Manager in connection with its Services under this Agreement. All data and information developed by the Manager in the performance of this Agreement shall become the property of the Authority. All data and information developed by the Manager shall not be disclosed without the prior express written approval of the Authority. Nor shall the Manager make any use of such data or information for any purpose other than the fulfillment of the Manager's obligations pursuant to this Agreement. All right, title and interest, including copyright, to all data, information and other work product generated or created pursuant to this Agreement, shall be and remain with the Authority.
- 12.12.Construction of the Agreement Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. No delay or omission by either of the parties hereto in exercising any right, remedy or power accruing upon the non-compliance or failure of performance by the other party of any of the provisions of this Agreement shall impair any such right, remedy or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any breach of or failure to comply with any of the covenants, conditions or

agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or failure to comply therewith, or of any breach of or failure to comply with any other covenant, condition or agreement herein contained. If any term or provision of this Agreement, or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of each of the Contract Documents shall be valid and shall be enforced to the fullest extent permitted by law.

- 12.13.Property of Manager The Authority does not warrant to the Manager the security of the Authority's facilities against conversion, damage, or vandalism to the Manager's equipment, supplies or property, and any loss or damage thereto. Unless occasioned by the sole negligence of the Authority, all replacement costs, repair costs, or remedial costs shall be borne by the Manager without right of recovery against the Authority.
- 12.14.Property of Authority The Manager shall be responsible for reasonable costs of repair or replacement of property, real or personal, damaged by the careless, negligent or willful act or omission of the Manager's officers, agents, contractors or employees. The Manager shall reimburse the Authority upon written notice of the damage and the presentation to the Manager of an invoice for such reasonable costs of repair or replacement.
- 12.15. Supplies and Equipment The Authority shall not provide any form of clerical or cleaning supplies or cleaning equipment in providing services under this Agreement, except as specifically provided herein.
- 12.16. Supplies provided by the Authority The Authority shall provide pre-printed magnetic stripe tickets and access cards for the parking access and revenue control system. When such supplies are low, it is the Manager's responsibility to replace such supplies and submit the cost as a reimbursable expense.
- 12.17. Services provided by the Authority The Authority shall provide services that are limited to major structural repairs when and if necessary within the Parking Facility. Also, if the Authority can provide goods or services at a lower cost, the Manager shall use the provider of goods and services designated by the Authority. In that event, it shall be the responsibility of the Manager to coordinate deliveries of goods and provision of services initiated by the Authority. The Authority reserves the right to determine the best provider of goods and services.

- 12.18.Gender Number/Title Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.
- 12.19.Taxpayer Identification Number The Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as submitted by the Manager, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the Authority shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Manager under this Agreement. It is further understood and agreed that the Authority shall not be liable for inaccurate information contained on said IRS Form W-9.
- 12.20. Audits At any time during normal business hours, and as often as may be deemed necessary, for audit purposes or any other purpose, the Manager shall make available to the Authority, for examination, all records with respect to all matters covered by this Agreement.
- 12.21.Reports and Information The Manager shall furnish the Authority with such information and reports concerning the provision of Services under this Agreement as may be required from time to time. The form of said reports shall be determined by the Authority.
- 12.22 Arbitration Any dispute arising in connection with this Agreement shall be settled by arbitration in accordance with the rules or the American Arbitration Association. The findings and award shall be final and binding on the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be held in Hartford, Connecticut.

SCHEDULE A

SPECIFICATIONS

1.0 Specification Requirements:

The SP will provide parking management services at the Parking Facility that shall include but not be limited to management, supervision and training of parking personnel that are assigned to this Agreement, including the following on-site personnel:

- Parking Facility Manager The Parking Facility Manager shall serve as the 1.1 daytime weekday supervisor serving as the single point of contact with the manage supervision, operations, and administering maintenance and other contracts approved by the Authority, training, scheduling and assignment of parking operations personnel at the Parking Facility. He/She shall oversee the recruitment and interviewing of new personnel to be assigned to the performance of duties under this Agreement. The Facility Manager shall also be responsible for review and action relating to issues of fiscal integrity including such items as reviewing cashier reports, preparing supervisory reports and related follow-up with parking patrons and Authority personnel. The Facility Manager shall meet weekly, or more frequently as needed, with the designated representative of the Authority regarding schedules, access and revenue control issues, special events, customer relations issues. maintenance issues and any other issues relating to the performance of parking management services. The Facility Manager shall be available for call via a paging device for any emergency response or as deemed necessary by the Authority.
- 1.2 Parking Facility Supervisor(s) During weekends and other times when the Facility Manager is not present, the Manager shall provide Parking Facility Supervisor(s) to manage and supervise maintenance and other contracts approved by the Authority, training, scheduling and assignment of parking operations personnel within the Parking Facility. The Facility Supervisor(s) shall also be responsible for review and action relating to issues of fiscal integrity including such items as reviewing cashier reports, preparing supervisory reports and related follow-up with parking patrons and Authority personnel.
- 1.3 Cashiers Cashiers shall be responsible to perform central cashier and/or entry/exit cashiering functions (primarily) in a booth, office, and precashiering for special events. These duties include processing regular parking transactions by accepting credit cards (credit card issuance has

not begun but is shortly anticipated), cash, making change, processing validation and exception transactions, providing directions and information to the parking patrons, and assisting the entrance and exit of any parking patron that may have difficulties entering or exiting the facility.

- 1.4 Maintenance Personnel Maintenance Personnel shall be responsible for maintaining the Parking Facility in a safe, clean, neat and presentable condition. This includes, but is not limited to policing trash, sweeping, and mopping parking surfaces, stairwells, elevators, cashier booths, storage areas, emptying trash receptacles, performing wash downs, removing graffiti, degreasing and oil build-up removal, cleaning glass, cleaning walls on elevators, cleaning signs, and any and all other functions necessary. The maintenance personnel shall also be capable of performing primary repairs to parking access and revenue control equipment, such as gate arm replacement and or clearing ticket jams.
- 1.5 The work schedules of the Facility Manager and the Facility Supervisor(s) shall be arranged to ensure that at least one of said individuals is present. Management personnel and permanent staff of the Manager shall be cross-trained so as to allow them to perform back-up and relief functions for cashiers and maintenance personnel in the event of an emergency and to demonstrate understanding of cashier functions.

2.0 Staffing Requirements within the Parking Facility

- 2.1 General Staffing Requirements The Manager shall provide:
 - 2.1.1 An adequate supervisory force to oversee and provide direction and assignment of cashiers, maintenance personnel, valet personnel, attended parking staff, and promote the fiscal integrity.
 - 2.1.2 A permanent cashiering force to provide adequate cashiering to prevent long queues.
 - 2.1.3 A maintenance force to provide cleaning services, primary maintenance of the parking access and revenue control system, and primary maintenance of other maintenance functions such as power sweeping, emptying trash receptacles, glass cleaning, elevator cleaning, and other horizontal and vertical surfaces.
- 2.2 Specific Staffing Requirements See attached "Church Street Estimated Staffing" at the end of Schedule B. The permanent parking staff will consist of the following positions:
 - 2.2.1 One full-time day Facility Manager and three full-time supervisors for each of the three 8-hour shifts during weekdays.

- 2.2.2 Three Weekend Supervisors for each of the three 8-hour shifts during weekends.
- 2.2.3 Four full-time Cashiers Monday to Friday and four Weekend Cashiers for each of the three 8-hour shifts.
- 2.2.4 One full-time maintenance staff Monday to Thursday and Saturday and one part-time maintenance staff for Friday and Sunday.
- 2.2.5 One full-time Clerical/Office person during weekdays.
- 2.2.6 The Authority at its sole discretion, may increase or decrease the number of hours of the permanent staff, and may change the assignments, job responsibilities, including requiring permanent staff members to perform back-up functions for other positions. The Authority at its sole discretion may use outside contracts to replace internal job functions.
- 2.3 Event Staff In addition to permanent staff, the Manager as required during events shall provide a varying number of additional maintenance and cashiering personnel. It shall be the Manager's responsibility to meet and or communicate with and coordinate parking management services for special events with event venue representatives and Authority staff. Some special events may require pre-cashiering and alter the traditional exit cashiering responsibilities of cashiers.
- 2.4 Event Staff Scheduling The Facility Manager or Parking Supervisor and other personnel of the Manager shall cooperate with the Authority in reviewing event schedules and parking management and operation needs. The Manager shall review preliminary schedules of events and shall consult closely with the Authority and the event venue's designated representative to determine staffing levels. The Manager shall adjust staff levels as needed, up to and through each event. The Facility Manager and/or Supervisor shall attend planning meetings prior to the event, unless otherwise directed by the designated representative of the Authority. Authority has ultimate Authority to determine for which events parking management services must be provided.

3.0 Employee Benefits/Living Wage

- 3.1 The Manager shall provide the following employee benefits:
- 3.1.1 Vacations. Subject to the reasonable rules and controls of the Manager, the Manager shall provide its full-time employees with continuous service

- at least one week paid vacation after one year and two weeks paid vacation after two or more years.
- 3.1.2 Jury Duty. Paid leave for jury duty.
- 3.2 The Manager shall comply with and is subject to the City of Harford Living Wage Ordinance as set forth in Sec. 2-761 et seq of the Municipal Code.

4.0 Employee Selection and Training

- 4.1 Selection of Manager's Employees Manager shall carefully interview each applicant and perform an investigation of the applicant's background. This includes soliciting references from prior employers and making such other checks as are reasonable and permissible. This also includes, to the extent allowed by law, the applicant's relevant criminal history to insure to the greatest extent possible that parking management and operations personnel have the ability to perform the task required and that they are reasonably trustworthy.
- 4.2 Training - The Manager shall certify to the Authority in writing, signed by the Facility Manager, prior to assigning any employee to work in the Parking Facility, that the employee has completed the Manager's "basic training procedures." The "basic training procedures" as used herein means the training program set forth in the Manager's Proposal (including revisions to the training procedures, if any, incorporated in the Parking Management Agreement). In addition, all permanent staff not previously trained at the Parking Facility, must complete eight hours of introductory training in the following areas: Emergency procedures at the facility; facility lay-out; cashiering procedures; maintenance responsibilities and procedures (facility manager and supervisor(s) and maintenance personnel only), communications procedures, customer service relations, including assistance to persons with disabilities; surrounding area geography and highway directions; and reporting structure. Manager and Supervisor(s) must have, prior to assignment, not less than 3 years experience in managing and operating parking structures of comparable size and complexity as defined herein.

5.0 Employee Conduct and Appearance

5.1 Conduct of Manager's Employees - All of the Manager's employees shall conduct themselves in an orderly, courteous and helpful manner at all times and shall be alert and attentive whenever on duty. The Manager's employees shall maintain at all times a cooperative and respectful demeanor in interactions with parking patrons. The Authority reserves the right to require the removal of any of the Manager's personnel who are not suitable for employment at the Parking Facility.

- 5.2 Appearance - All of the Manager's employees shall present a neat and clean appearance at all times. Cashiers shall wear gray trousers or skirts, white shirts, navy ties, and navy hip length jackets (except the Facility Manager and Supervisor(s) shall wear navy blazers). personnel shall wear all navy blue "work uniforms". Uniforms shall be cleaned by the Manager and will be subject to the approval of the Authority. Each uniform will have the Manager's name affixed in a permanent manner such as a monogram or patch. Each employee will be provided with clean uniforms whenever necessary, but not less frequently than twice per week. All cashiers and the Facility Manager and Supervisor(s) shall wear well-shined, black walking shoes. Maintenance personnel shall wear black "safety" shoes or boots. The Authority reserves the right to review and change uniform standards with the selected parking management firm.
- 5.3 Demeanor and Environment Cashiers shall not slouch and be seated in an erect position (unless physically challenged) to convey interest in the environment through body language. There shall be no personal telephone calls, no use of cellular telephones, no audio/video devices or reading materials that prevent full attentiveness to the position.

6.0 Recordkeeping

- 6.1 Books and Records The Manager shall maintain within the City of Hartford adequate books and records related to services provided under this Agreement and kept in accordance with an accounting system satisfactory to the Authority. These records shall include employee time sheets, weekly payroll records and other records necessary to identify all employees, their actual hours and shifts worked, the work assignments which they performed, payments made to them, and training they have received. Such records shall be made available to the Authority, upon demand, for examination and audit with reasonable notice that shall not exceed 24 hours.
- 6.2 Parking Access and Revenue Control System and Related Manual Records The Manager shall maintain within the City of Hartford, all original books and records. These records shall include, but not be limited to, any and all reports generated by the parking access and revenue control system, manually produced cashier reports, deposit slips, and supervisor reports. It shall also include correspondence and records concerning personnel assigned to the Garage, telephone conversations and/or written communication or electronic communication to and from parking patrons, system records, subcontract records and any and all other records of activity relating to the operation and management of the parking facility.

7.0 Parking Management and Operation Requirements

- 7.1 Facility Manager and Facility Supervisor(s) must:
- 7.1.1 be well-groomed and dressed in a uniform that shall consists of a blue blazer, gray dress slacks, a white shirt, blue neck tie, and shined leather footwear while on duty
- 7.1.2 always be courteous and attentive when dealing with employees and parking patrons or other members of the public
- 7.1.3 possess emotional and mental stability
- 7.1.4 be tactful and capable of responding to parking patron's concerns
- 7.1.5 be able to read, write, comprehend and speak English with sufficient fluency to interpret instructions, write reports, interpret data from the parking access and revenue control system, assign and direct cashiers and maintenance personnel, and be capable of providing clear coherent assistance to parking patrons and the general public. Bi-lingual capabilities are considered a plus.
- 7.1.6 acquire a thorough knowledge of the Parking Facility's parking operations and contribute to improve the delivery of parking patron service
- 7.1.7 maintain daily logs, incident reports, perform investigations of atypical parking activity including, but not limited to, passback violations, stolen tickets, exception transactions, and reports which reveal inconsistencies between tickets issued and vehicles present/time parked and revenue generated
- 7.1.8 routinely cooperate with and follow the instructions of the Authority's designated representative with respect to fiscal checks policies
- 7.1.9 possess a thorough knowledge of cashiering and maintenance functions, and be cross-trained so as to relieve cashiers in the event that it becomes necessary
- 7.1.10 possess a clear understanding of any and all safety procedures associated with chemicals and substances being used by each worker under his/her supervision and impart that information to all employees that need to know
- 7.1.11 working with the Authority's security services provider and the Hartford Police and Fire Departments, the Manager shall develop an evacuation

- plan for the orderly evacuation of the Parking Facility should the need arise
- 7.2 Cashiers All cashiers shall:
- 7.2.1 be well-groomed and dressed in a Authority approved uniform while on duty with a prominent name badge
- 7.2.2 be provided with uniforms that are appropriate for each season to provide comfort in the elements that they may be exposed to
- 7.2.3 always be courteous, tactful and attentive when dealing with parking patrons or other members of the general public
- 7.2.4 possess emotional and mental stability
- 7.2.5 be tactful and capable of responding to parking patron's concerns
- 7.2.6 be able to read, write, comprehend and speak English with sufficient fluency to interpret instructions, converse with parking patrons, write cashier reports, operate a cashier terminal, have sufficient mathematical skills to manually process revenue transactions (in the event of failure of the revenue control system to perform such), and be capable of providing clear coherent assistance to parking patrons and general public. Bilingual ability is a plus.
- 7.2.7 acquire a thorough knowledge of the Parking Facility's cashiering operations and procedures
- 7.2.8 routinely cooperate with and follow Manager's cashiering practices and procedures which are approved by the Authority's designated representative
- 7.3 Maintenance Personnel All maintenance personnel shall:
- 7.3.1 be well-groomed in the appropriate uniform while on duty
- 7.3.2 always be courteous, tactful and attentive when dealing with parking patrons or other members of the general public
- 7.3.3 possess emotional and mental stability
- 7.3.4 be tactful and capable of responding to parking patron's concerns
- 7.3.5 be able to read, write, comprehend and speak English with sufficient fluency to interpret instructions, converse with parking patrons, and be

- capable of providing clear coherent assistance to parking patrons and general public
- 7.3.6 acquire a thorough knowledge of the Parking Facility, and its associated maintenance functions, responsibilities, and requirements
- 7.3.7 routinely cooperate with and follow Manager's maintenance practices and procedures which are approved by the Authority's designated representative
- 7.3.8 be cross-trained, so as to relieve cashiers in the event that it becomes necessary
- 7.3.9 maintain all parking surfaces, walls, ceilings, pipes, pedestrian areas, storage areas, and drive aisles, and other areas within the Agreement in a neat, clean and safe "first class" condition
- **8.0 Maintenance Requirements of the Manager -** Garage Maintenance & Procurement. The Manager shall:
 - 8.1.1 Obtain a minimum of three (3) bids for all work, and procurement of goods and services. A bid from the Manager may constitute one of the three (3) bids if the Authority renders its approval. Such work shall include but not be limited to the following:
 - 8.1.1.1 Replacing all defective light bulbs and maintaining all lighting fixtures with appropriately certified personnel or the Authority's approved electrical contractor depending on the nature of work.
 - 8.1.1.2 Maintaining all directional line markings and line striping on Parking Facility's surface.
 - 8.1.1.3 Maintaining, cleaning, and replacing, if necessary, all signs and directional indicators.
 - 8.1.1.4 Providing prompt notice to the Authority's revenue control contractor and performing needed repairs and providing in-house primary maintenance (gate arm replacement, clearing ticket jams, etc.).
 - 8.1.1.5 Maintaining all access and revenue control equipment including, but not limited to, ticket dispensers, mechanical parking gates, loops, loop detectors, computers, printers, etc. This shall include daily dusting, weekly washing, and monthly polishing with automotive polish.

- 8.1.1.6 Maintaining all parking surfaces, public areas, sidewalks, stairways and elevators in a clean and presentable condition. This includes policing/trash removal (daily), sweeping (at least weekly), scrubbing (quarterly), degreasing annually, oil removal as required, three annual power wash downs.
- 8.1.1.7 Plowing/removing snow at the vehicular entry/exit and pedestrian portals, and periodic application of calcium chloride to make certain that public areas are safe at all times during a snow/ice event.
- 8.1.1.8 Plowing/removing snow from sidewalks from building to curb, landscaping to curb, and application of calcium chloride as required to promote a safe walking surface all times during a snow/ice event.
- 8.1.1.9 Maintaining landscaped areas including watering, cutting lawns, weeding, application of approved weed prevention substances between sidewalk cracks and joints and coordinating with the Authority's landscaping contractor.
- 8.1.1.10 Performing annual cleaning of all drains.
- 8.1.1.11 Performing winterization and de-winterization of all systems within the parking structure that require such.
- 8.1.1.12 Cleaning all signs within and on the exterior of the parking facility on a quarterly basis.
- 8.1.1.13 Cleaning all exterior and interior windows annually. Windows outside the lobby areas outside elevators shall be cleaned monthly, however windows on doors shall be cleaned each morning. Kick plates on these doors shall be cleaned daily.
- 8.1.1.14 Elevators shall be cleaned daily. This includes daily removal of all fingerprints with Authority approved cleaning substances and sweeping/mopping floors daily.
- 8.1.1.15 With the written consent of the designated representative of the Authority, the Manager may subcontract certain services. Services that can be provided on a less costly basis by a subcontractor shall be routinely used. These services may include, but are not limited to, such

contracts as elevator contracts, trash hauling contracts, line striping contracts, window cleaning contracts, HVAC maintenance contracts, sweeping contracts, scrubbing contracts, and the parking access and revenue control maintenance contract contained in the lease payment.

8.1.1.16 Maintain all glass surfaces - In addition to specified cleaning, it is the Manager's responsibility to promptly repair broken glass and take all reasonable measures to protect the public and its employees from potential harm from broken glass.

9.0 Financial Procedures and Records.

- 9.1 Financial Procedures All revenue generated from the Parking Facility is the property of the Authority. The Manager is responsible for all such revenue generated until such revenues are deposited into the Authority's designated bank account. The designated representative of the Authority shall identify the account and define the location for deposit. All deposits shall be made on the day the income was received except the final night deposit may be made the following morning.
- 9.2 Garage Financial Records - Although the Authority shall have a mirror image of the Manager's parking revenue and access control system, the Manager shall maintain financial records for a period of three years subsequent to each transaction day. Such records shall be accurate books and accounts of all monthly and transient parking activity. It shall be sufficient in nature to correlate the number of active access cards with revenue generated for monthly contract parking patrons; and for transient parking activity, the records shall be sufficient in nature to correlate tickets issued, with vehicles present, and time parked with revenue generated. The records shall meet both standard parking industry and accounting practices. The reports shall include, but not be limited to, all reports generated by the parking access and revenue control system, parking validation reports, daily cashier reconciliation reports by lane and supervisory daily summary reports. Monthly reports shall summarize income and expenses of the facility. The consolidated monthly statements shall have a year-to-date comparison of the previous year's activity and identify the percent deviation and dollar from the prior year. The Manager shall no later than the tenth (10th) day of each month provide to the Authority a statement of profit and loss for the previous month. The Manager shall be responsible to the Authority for any and all shortages and/or thefts of money caused by the negligence or willful misconduct of the Manager its employees, contractors and/or agents. Upon the request

- of the Authority, the Manager shall reimburse the Authority for any such shortages and/or thefts.
- 9.3 Exception Transactions With the level of technology that the Parking Facilities parking revenue and access control system will have exception transactions are the largest sources of fiscal exposure. Therefore, it is the Manager's responsibility to keep these transaction types to a minimum and to rigorously follow up on all such atypical activity. To demonstrate and document rigorous follow up, the Manager shall list all exception transactions by cashier, by lane daily and state the nature and findings of the follow up on an exception transaction form. Exception transactions shall be defined as insufficient funds, lost tickets, mutilated or unreadable ticket transaction, non-revenue (no charge) transaction, internal validation transaction (ones validated by the Manager), and disputed fee transaction. This list of exceptions and related follow-up must be included with monthly financial records and presented to the Authority with monthly-consolidated statements.
- 9.4 Garage Access Control System Accountability - The Authority is determined to prevent the exposure and potential of "Floating" access cards within the facilities and minimizing passback attempts. Therefore, it is the Manager's responsibility to keep passback violations to a minimum and to rigorously follow up with the abuser on all such atypical activity. To demonstrate and document rigorous follow up, the Manager shall list all passback attempts by parking patrons, or other access card holders authorized by the Authority, and fully investigate the nature of each passback violation. The Manager shall develop a form that states the nature of each passback violation, identify the follow up procedure and detail findings on each exception transaction. To prevent floating access cards, although the Authority may elect to perform an audit of access cards remotely from our administrative offices, Authority personnel shall have immediate access to the Garage's revenue and access control system to cause a printout of all active cards without notice at any time. The printout shall be compared to reports of access card income and active cards provided by the Manager. The Paris accounts receivable software shall be used to turn off access devices that are not positively posted. The list of passback attempts and related follow-up must be included with monthly financial records and presented to the Authority with monthly-consolidated statements.
- 9.5 Authority's Right to Audit Representatives of the Authority shall have the right to audit and examine the records of the Manager at any time during regular business hours. This includes, but is not limited to, all books records revenue and access control printouts, cashier reports, supervisory reports and transient parking tickets. Under the direction of the Authority, an annual audit of revenues and expenses may be conducted.

- 9.6 Alterations and Damage by Manager The Manager shall not be permitted to make alterations to the Parking Facility without the expressed written permission of the Authority.
- 9.7 Maintenance Obligations of the Authority The Authority agrees to accept the following responsibilities:
- 9.7.1 Perform extraordinary repairs and maintenance to the Parking Facility. The extraordinary repairs are defined as such that may be catastrophic and may result in concrete slab failure
- 9.7.2 Perform major repairs to fixtures and systems within the Parking Facility
- 9.8 Settlement of Minor Claims The Manager may settle claims by parking patrons in the Parking Facilities and related areas that are less than \$250 with the prior written consent of the designated representative of the Authority.

SCHEDULE B

MANAGER'S COMPENSATION

Parking Management Services Church Street Garage, 200 Church Street, Hartford, Connecticut

The Parking Management Firm requests the following levels of compensation for the Services outlined in the Specifications (Schedule A) and Proposal Documents:

Year 1	Base Management Fee					\$
	Facility	<u>Hours</u>		Per Hour		Per Year
	Supervisor/Manager	10,816	Х	\$	=	\$
	Cashier/clerical	15,888	Χ	\$	=	\$
	Maintenance Staff (porter)	2,912	Χ	\$	=	\$
	Total					\$
Year 2	Base Management Fee					\$
		<u>Hours</u>		Per Hour		Per Year
	Facility Supervisor/Manager	10,816	Х	\$	_	\$
	Cashier/clerical	15,888	X	\$	=	\$
	Maintenance Staff (porter)	2,912	Х	\$	=	\$
	Total					\$
Year 3	Base Management Fee					\$
		Hours		Per Hour		Per Year
	Facility	110013		<u>1 C1 11001</u>		<u>r cr r car</u>
	Supervisor/Manager	10,816	Χ	\$	=	\$
	Cashier/clerical	15,888	X	\$	=	\$
	Maintenance Staff (porter)	2,912	Х	\$	=	\$
	Total					\$

*Year 4	Base Management Fee	\$				
	Facility	<u>Hours</u>		Per Hour		Per Year
	Supervisor/Manager	10,816	Χ	\$	=	\$
	Cashier	15,888	Χ	\$	=	\$
	Maintenance Staff (porter)	2,912	Χ	\$	=	\$
	Total					\$
*Year 5	Base Management Fee					\$
	Facility	<u>Hours</u>		Per Hour		Per Year
	Supervisor/Manager	10,816	Х	\$	=	\$
	Cashier	15,888	Х	\$	=	\$
	Maintenance Staff (porter)	2,912		\$	=	\$
	Total					\$

^{*} If offered

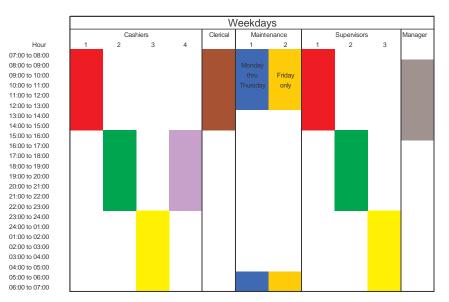
Certification

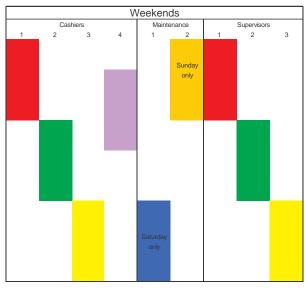
The Manager named below, and attested to by its authorized representative, hereby certify that full compliance with the provisions of the Agreement and its related Specifications and other Contract Documents shall be provided for the compensation contained in the figures listed above.

Manager's N	ame:		
Signed by:			
Title:			
Date:			

A chart depicting the hours by labor category is shown below. category are shown in numerical fashion. On the following page hours by

Hartford Parking Authority Church Street Garage Estimated Staffing Requirement





Hartford Parking Authority Church Street Garage Estimated Staffing Requirement

	DAYS AND HOURS OF OPERATION						Hours per	Annual	
Position	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	Hours
Manager	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm			40	2,080
Supervisor No. 1	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm			40	2,080
Supervisor No. 2	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm			40	2,080
Supervisor No. 3	11pm-7am	11pm-7am	11pm-7am	11pm-7am	11pm-7am			40	2,080
Weekend Supervisor No. 1						7am-3pm	7am-3pm	16	832
Weekend Supervisor No. 2						3pm-11pm	3pm-11pm	16	832
Weekend Supervisor No. 3						11pm-7am	11pm-7am	16	832
Cashier 1	7am-3pm	7am-3pm	7am-3pm	7am-3pm	7am-3pm			40	2,080
Cashier 2	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm			40	2,080
Cashier 3	11pm-7am	11pm-7am	11pm-7am	11pm-7am	11pm-7am			40	2,080
Cashier 4	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm	3pm-11pm			40	2,080
Cashier 5 - Weekend						7am-3pm	7am-3pm	16	832
Cashier 6 - Weekend						3pm-11pm	3pm-11pm	16	832
Cashier 7 - Weekend						11pm-7am	11pm-7am	16	832
Cashier 8 - Weekend						10am-6pm	10am-6pm	16	832
Clerical/office 1	6.45a-2.45p	6.45a-2.45p	6.45a-2.45p	6.45a-2.45p	6.45a-2.45p			40	2,080
Maintenance 1	5a.m-1p.m	5a.m-1p.m	5a.m-1p.m	5a.m-1p.m		11pm-7am		40	2,080
Maintenance 2					5a.m-1p.m		7am-3pm	16	832
							Subtotal	528	27,456
Event Cashiers	120 events x	3 Cashiers x 6	6 hrs per even	t =					2,160
							Total		29,616

Schedule C (Provided by Proposer)